

EXHIBIT 1

Innes, Michael

From: Alex Patchen <Alex.Patchen@lewisbaach.com>
Sent: Thursday, January 14, 2016 6:15 PM
To: Long, David; Ronald Abramson; David G. Liston
Cc: Innes, Michael; Freeland, Stephen; Ari J. Jaffess; Esther Yong
Subject: RE: RFAs-2015-12-29.docx
Attachments: Revised Requests for Admission.docx

David,

Attached please find a revised draft Requests for Admission, which seek to address the concerns you raised on our last call.

If you can agree to these Requests for Admission, we would view that as sufficient to allow the presentation of the jurisdictional issues to the Court for its decision.

Regards,
Alex

Alex G. Patchen



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This communication is confidential and may contain privileged information. If you have received this communication in error, please delete it and advise the sender by reply e-mail. Thank you.

From: Long, David [mailto:DLong@KelleyDrye.com]
Sent: Friday, January 08, 2016 3:36 PM
To: Ronald Abramson; David G. Liston
Cc: Innes, Michael; Freeland, Stephen; Alex Patchen; Ari J. Jaffess; Esther Yong
Subject: Re: RFAs-2015-12-29.docx

WAG v. Sobonito et al. RFAs to IML and Coolvision (WAG Draft, 1/14/2016)

1. At all times from January 1, 2012 to the date of this document (the "Period"), IML has solely owned certain Internet sites and domains, including without limitation imlive.com, and globalmailer.com (the "Specified Sites").
2. During the Period, streaming media content for the Specified Sites was served from at least one server physically located in New Jersey (each, a "New Jersey Server").
3. At all times during the Period, IML has had control over, and has borne the costs for, the hardware and software used for the New Jersey Servers.
4. At all times during the Period, Coolvision has performed services for IML under a certain Operating and Maintenance Agreement with an effective date of October 16, 2002, as amended and assumed by IML and Coolvision prior to the Period (the "Operating Agreement").
5. At all times during the Period, pursuant to the Operating Agreement, Coolvision has performed all operational and maintenance aspects for the Specified Sites ("Operating Services").
6. At all times during the Period, Coolvision has not been entitled to make any changes to the Specified Sites without IML's advance approval.
7. During the Period, IML received all revenue derived from imlive.com for streaming media served from the New Jersey Servers.
8. During the Period, Coolvision selected, installed, and configured the streaming media software for at least one New Jersey Server on the hardware elements of such server.
9. Coolvision's services under the Operating Agreement during the Period have been charged to IML at cost.